
CONSTRUCTION CONTRACTS

- 24. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1259-05/TLR – Howell Creek & Tributary Erosion Control Project with C.E.M. Enterprises (Certificate of Completion).**

CC-1259-05/TLR provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for Howell Creek & Tributary Erosion Control. As of November 14 2005, all work and documentation have been satisfactory completed.

Public Works/Roads-Stormwater and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

SEMINOLE COUNTY
CERTIFICATE OF SUBSTANTIAL COMPLETION

AGREEMENT TITLE: Howell Creek Tributary Erosion Control

COUNTY CONTRACT NO.: CC - 1259 - 05 /TLR

PROJECT: Howell Creek Tributary Erosion Control

CONTRACTOR: CEM Enterprises INC.

AGREEMENT FOR: \$2,467,310.00 AGREEMENT DATE: 12-Apr-05

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

TO: Keith and Schnars, P.A. (CEI) (ENGINEER)

AND TO: CEM Enterprises INC. (CONTRACTOR)

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and the Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

September 9, 2005
(DATE OF SUBSTANTIAL COMPLETION)

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within **thirty (30)** Days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligations to complete the WORK in accordance with the Contract Documents.

Executed by ENGINEER on:

9-Sep-05

Keith and Schnars, P.A.

(ENGINEER)

BY:

Pat Peltz P.E.

CONTRACTOR accepts this Certificate of Substantial Completion ON: 9/9/05

CEM Enterprises INC.

(CONTRACTOR)

BY:



Charles E Moeks Pres,

PRINT (Name, Position)

AGREEMENT TITLE: Howell Creek & Tributary Erosion Control

COUNTY CONTRACT NO.: CC-1259-05/TLR

AGREEMENT DATE: 4/15/2005

PROJECT: Howell Creek & Tributary Erosion Control

CERTIFICATE OF ENGINEER

I CERTIFY: that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials, and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date:	<u>4/15/2005</u>	
CONTRACTOR Notified to Proceed:	<u>4/15/2005</u>	
Days allowed by Agreement:		<u>120</u>
Extensions Granted by C.O.		<u>64</u>
Total Days Allowable:		<u>184</u>
Scheduled Completion Date:	<u>August 12, 2005</u>	
Work Began:	<u>4/15/2005</u>	
Project Substantially Complete:	<u>9/9/2005</u>	
Days to Complete:		<u>184</u>
Underrun:		<u>0</u>
Overrun		<u>0</u>

Date: 10/19/2005

By: 
(ENGINEER)

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Howell Creek & Tributary Erosion Control

COUNTY CONTRACT NO.: CC-1259-05/TLR

PROJECT: Howell Creek & Tributary Erosion Control

CONTRACTOR: CEM Enterprises

AGREEMENT FOR: Construction AGREEMENT DATE: April 15, 2005

This Certificate of Final Completion applies to all Work under the Contract Documents.

TO: Seminole County Stormwater Division (ENGINEER)

TO: CEM Enterprises (CONTRACTOR)

TO: Carlton D. Henley, Chairman
Seminole County Board of County Commissioners

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

October 15, 2005

Date of Final Completion

DATE:

**SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION**

Agreement Title: Howell Creek & Tributary Erosion Control

COUNTY Contract NO.: CC-1259-05/TLR

TO: CONTRACTOR CEM Enterprises

PROJECT MANAGER: Robert J. Walter, P.E.

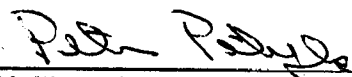
A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 10/15/05 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

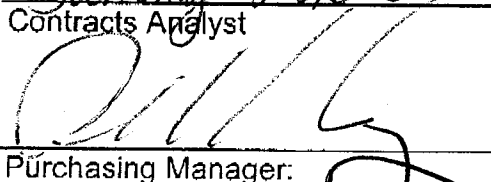
By:  Date: 10/20/05

ENGINEER:

By:  Date: 10-20-05
Keith and Schnars, P.A. (CEI)

Approved:

 Date: 11/28/05
Contracts Analyst

 Date: 11/28/05
Purchasing Manager:

CONTRACTOR'S RELEASE

Agreement Title: Howell Creek Erosion Control

County Contract No.: CC-1259-05/TLR

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared Charles E. Meeks who, being duly sworn and personally known to me, deposes and says that he/she is President of CEM Enterprises Inc. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Howell Creek Erosion Control located in Seminole County, Florida, dated the 12 day of April, 2005, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 250,481.00 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 250,481.00 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

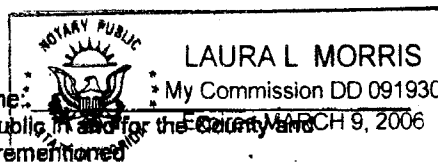
State of Fla)
County of Orange) ss



Affiant

The foregoing instrument was acknowledged before me this 18 day of Oct, 2005 by Charles E. Meeks, who is personally known to me or who has produced NA as identification.

Laura L. Morris
Signature



My commission expires: _____

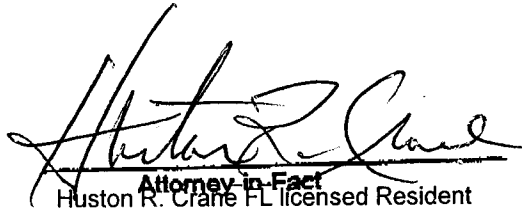
CONSENT OF SURETY TO FINAL PAYMENT

We, the CEM Enterprises Inc., having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Two million four hundred eighty-nine thousand eight hundred ten Dollars (\$2,489,810.00) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Hartford Casualty Insurance Co. has caused this instrument to be executed on its behalf of its FL Licensed Resident Agent -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 30th day of September 20 05.


Hartford Casualty Insurance Co.
Surety Company


Attorney-in-Fact
Houston R. Crane FL licensed Resident

(Power of Attorney must be attached if executed by Attorney-In-Fact)

State of Florida)
County of Orange) ss

The foregoing instrument was acknowledged before me this 30th day of September, 20 05, by Houston R. Crane, who is personally known to me or who has produced Personally known as identification.


Signature

Print name: Lisa Reddish Skinrud
Notary Public in and for the County and
State Aforementioned

LISA REDDISH SKINRUD
NOTARY PUBLIC, STATE OF FLORIDA
My commission ~~exp~~ COMM. EXPIRES OCT. 20, 2008
COMM. NO. DD351718

THE HARTFORD

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

☒ Hartford Fire Insurance Company
☒ Hartford Casualty Insurance Company
☒ Hartford Accident and Indemnity Company
☐ Hartford Underwriters Insurance Company

Twin City Fire Insurance Company ☐
Hartford Insurance Company of Illinois ☐
Hartford Insurance Company of the Midwest ☐
Hartford Insurance Company of the Southeast ☐

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

James B. Newman, Huston R. Crane, Michelle S. Delaney, Steven E. Buckner
of
Orlando, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 30, 2005

Signed and sealed at the City of Hartford.



Colleen Mastrosimone

**MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE CEM Enterprises Inc., hereinafter referred to as a "Principal" and Hartford Casualty Insurance Co, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$2,504,810.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as Howell Creek and Tributary Erosion Control (CC-1259-05/TLR); and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated 4/12, 2005, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 18th day of October, 2005.

Address:

1757 Benbow Ct

Apopka, FL 32703

Hartford Casualty Insurance Co. (SEAL)

Principal

By: [Signature]

(If a Corporation)

Its: [Signature]

ATTEST: [Signature]

(If a Corporation)

Its: [Signature]

Address:

P.O. Box 568946

Orlando, FL 32856

Hartford Casualty Insurance Co.

(SEAL)

Surety

By: [Signature]

Its Attorney-in-Fact

Phone No. 407-859-3691

Fax No. 407-857-0409

ATTEST: [Signature]

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

THE HARTFORD
HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

☒ Hartford Fire Insurance Company
☒ Hartford Casualty Insurance Company
☒ Hartford Accident and Indemnity Company
☐ Hartford Underwriters Insurance Company

Twin City Fire Insurance Company ☐
Hartford Insurance Company of Illinois ☐
Hartford Insurance Company of the Midwest ☐
Hartford Insurance Company of the Southeast ☐

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company*, *Hartford Accident and Indemnity Company* and *Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, *Twin City Fire Insurance Company* and *Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

James B. Newman, Huston R. Crane, Michelle S. Delaney, Steven E. Buckner
of
Orlando, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **October 18, 2005**

Signed and sealed at the City of Hartford.



Colleen Mastrosimone

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida

County of Orange

Charles E. Meeks, being duly sworn according to law, deposes and says that he is
the President (Title of Office of CEM Enterprises Inc.

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the
Seminole County - Hawk Creek and that he is authorized to and does make this affidavit in
behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]
Signature of Affiant

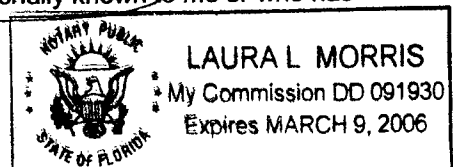
President

Title

State of Fla)
County of Orange) ss

The foregoing instrument was acknowledged before me this 11 day of October,
2005, by Charles E. Meeks, who is personally known to me or who has
produced NA as identification.

[Signature]
Signature



Print name: _____
Notary Public in and for the County and
State Aforementioned

My commission expires: _____

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96

App. Q-1

This Instrument Prepared By:

FERGUSON WATERWORKS (126)
7816 PROFESSIONAL PLACE
TAMPA FL 33637
29971

FINAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$10.00 to the undersigned in hand this day paid by CEM ENTERPRISES, on the job of SEMINOLE COUNTY BOARD OF COUNTY (owner), the receipt of which is hereby acknowledged, the undersigned hereby does waive, release, remise and relinquish any and all right to claim any lien or liens for work done or materials furnished, or any kind of class of lien whatsoever on the following-described property: (legal description of property)

HOWELL CREEK EROSION CONTROL SEMINOLE COUNTY FLORIDA

The undersigned certifies that all labor, services and/or materials described herein have been provided prior to the execution and delivery of this document.

Witness my hand and seal this 4th day of November, 2005.

Witnesses:

FERGUSON
WATERWORKS (126)
(Name of Lienor)

Signature

Darren Campbell

By: _____

Printed Name

Darren Campbell

Signature _____

Lienor's Address: 7816 PROFESSIONAL PLACE
TAMPA, FL 33637

Printed Name _____

STATE OF FLORIDA,

SWORN TO AND SUBSCRIBED before me by who is personally known to me or produced N/A as identification, and who did not take an oath, this 4th day of November, 2005.

Signature of Notary

William J. Thornton

Printed Name of Notary

William J. Thornton

Commission No.

DD346741

Commission Expiration

10/03/08

SEAL:



William J. Thornton
My Commission DD346741
Expires October 03, 2008

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.

SEMINOLE COUNTY BOARD
71073226748006490804 - 6490811

OCTOBER 26, 2005

NOTICE TO OWNER / NOTICE TO CONTRACTOR

To: (Owner)

0811

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
1101 E FIRST ST
SANFORD FL 32771

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
1101 E FIRST ST
SANFORD FL 32771

CC 1259

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
WATER, SEWER & DRAINAGE

for the improvements of real property identified as SEMINOLE COUNTY FLORIDA HOWELL CREEK EROSION
CONTROL

under an order given by CEM ENTERPRISES.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

71073226748006490811
(GEN CONTR)
CEM ENTERPRISES
1757 BENBOW CT
APOPKA FL 32705

(Under an order given by)
CEM ENTERPRISES
1757 BENBOW CT
APOPKA FL 32705

71073226748006490804
(BOND)
HARTFORD CASUALTY INSURANCE
NEWMAN CRANE & ASSOC
PO BOX 568946
ORLANDO FL 32856

Jack E. Berrell

By:

JACK E. BERRELL / National Association of Credit Management of Florida, Inc.
Any demand made pursuant to Section 713.16, Florida Statutes,
must be directed to the attention of the Lienor's representative
at the address of the Lienor shown below.

Authorized Agent for Lienor:

FERGUSON WATERWORKS (126)
JOHN ZWIRSCHITZ
7816 PROFESSIONAL PLACE
TAMPA FL 33637
(REF # : 29971)

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT****3004994****11897112****11958463****11925629**

The undersigned lienor, in consideration of the final payment in the amount of \$ **10.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **CEM ENTERPRISES INC** to the following described property:

**PROJECT NUMBER: CC1259
HOWELL CREEK EROSION TRIBUTARY PROJECT
OVIEDO, FLORIDA
SEMINOLE COUNTY**

Dated on **NOVEMBER 18, 2005**

Lienor's Name RINKER MATERIALS of FLORIDA, INC.

Address 3626 Quadrangle Blvd Suite 200

Orlando, Florida 32817

By

Tiffany Sloniger

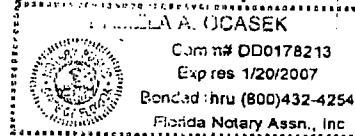
AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME, by TIFFANY SLONIGER (name) as CREDIT SPECIALIST (title) of Rinker Materials of Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification, and who did not take an oath, this 18TH day of NOVEMBER, 2005.

Paul A. Oc

Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

TS

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.

71073226748005696825

71073226748005696825 - 5696849

JUNE 27, 2005

NOTICE TO OWNER / NOTICE TO CONTRACTOR

To: (Owner)

71073226748005696825

11897112-SEMINOLE COUNTY BOARD OF COUNTY

COMMISSIONERS

1101 E FIRST STREET

SANFORD FL 32771-1468

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

CONCRETE, DRYWALL, BLOCK, AGGREGATE REBAR, STUCCO AND/OR MISC BLDG MATL

for the improvements of real property identified as HOWELL CREEK AND TRIBUTARY EROSION CONTROL PROJECT, SEMINOLE COUNTY FLORIDA

under an order given by CEM ENTERPRISES INC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

(GEN CONTR)

CEM ENTERPRISES INC

1757 BENBOW COURT

APOPKA FL 32703

(Under an order given by)

CEM ENTERPRISES INC

71073226748005696832

(SURETY)

11897112-HARTFORD CASUALTY INSURANCE CO

PO BOX 958462

LAKE MARY FL 32795-9974

71073226748005696849

(SURETY)

11897112-HARTFORD CASUALTY INSURANCE CO

HARTFORD PLAZA,

HARTFORD, CT 06115-0000

Jack E. Berrell

By:

JACK E. BERRELL / National Association of Credit Management of Florida, Inc.

Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor:

RINKER MATERIALS OF FLORIDA INC

CR DEPT (407)243-5350

3626 QUADRANGLE BLVD STE 200

ORLANDO FL 32817

(REF # : 11897112)

CC-1259-05/TLR

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida

County of Seminole

Ray Loudis

the Branch Manager

, being duly sworn according to law, deposes and says that he is

Title of Office of

Hertz Equipment Rental

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the

Howell Creek-Sem. Co.

and that he is authorized to and does make this affidavit in

behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

X Ray Loudis
Signature of Affiant

Branch Manager
Title

State of Florida

County of Seminole^{ss}

The foregoing instrument was acknowledged before me this 12th day of October, 2005 by Ray Loudis, who is personally known to me or who has produced personally known as identification.

R.B. April
Signature

Print name: R.B. April
Notary Public in and for the County and State Aforementioned



R. B. APRIL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD288211
EXPIRES 02/05/2008
BONDED THRU 1-888-NOTARY1

My commission expires:

2/5/2008

SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96

App. R-1

NOTICE TO OWNER/NOTICE TO CONTRACTOR

(Preliminary Notice, Notice Of Intent To Claim Against Bond)

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

CC 1259-05/05-046 1

TO THE OWNER:
SEMINOLE COUNTY
1101 E FIRST ST
SANFORD, FL 32771

CUSTOMER:
CEM ENTERPRISES INC
1757 BENBOW COURT
APOPKA, FL 327037730

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows: Equipment Rental, for the improvement of real property identified as: EAGLES POINT SUBDIVISION/CC-1259-05/05-046 1 - EAGLES POINT SUB. The property is located at: OFF EAGLES WATCH TRAIL, TO OAK MAKE RT., OVIEDO, FL 32762, APN#: . Under an order given by: CEM ENTERPRISES INC, 1757 BENBOW COURT, APOPKA, FL 32703-7730

A demand is made for a copy of the Notice of Commencement to be faxed to 805-522-7171. Any demand made pursuant to Section 716.16(2) or Section 713.16(4) or Section 255.05, Florida Statutes, must be served as follows:

Name of Lienor: Hertz Equipment Rental
3817 NW Expressway
Oklahoma City, OK 73112

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHT TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06, FLORIDA STATUTES. IF JOB IS BONDED UNDER SECTION 713.23 FLORIDA STATUTES, SECTION 255.05 FLORIDA STATUTES OR 270 U.S.C. THE FIRM SENDING THIS NOTICE WILL LOOK TO THE BOND (SURETY CO.) FOR PROTECTION IF NOT PAID. IF PAYMENT BOND EXISTS, FURNISH A COPY TO THE UNDERSIGNED. PROVIDE NAME AND ADDRESS OF BONDING COMPANY. FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOU LIABLE FOR DAMAGES. PLEASE REFER TO THE CRF NUMBER LISTED BELOW WHEN RESPONDING. IF THERE IS MORE THAN ONE CONTRACTOR ON THE ENTIRE PROJECT, PLEASE FURNISH THE UNDERSIGNED WITH A COPY OF EACH CONTRACT.


IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's Laws, those who work on your property or provide materials who are not paid have a right to enforce their claim for payment against your property. This claim is known as a Construction Lien. If your contractor fails to pay subcontractors or materials suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF - RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part I, and Chapter 255, Florida Statutes and the meaning of this Notice by contacting an attorney or the Florida Dept. of Business and Professional Regulation.

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 05/11/05 for Hertz Equipment Rental.

By:  Miranda Buono / Authorized Agent for Hertz Equipment Rental

CC: TO ORIGINAL CONTRACTOR
CEM ENTERPRISES INC
1757 BENBOW COURT
APOPKA FL 327037730

CC: TO LENDER, SURETY OR BONDING COMPANY
NEWMAN-CRANE & ASSOC
PO BOX 568946
ORLANDO FL 32856

CRF #: 166296

Cert #: 7005 0390 0004 8228 3940

See Exhibit B for additional legal parties.
Owner

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida

County of Volusia

Michael Hall being duly sworn according to law, deposes and says that he is the Asst. credit mgr (Title of Office of Conrad Yelvington)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Howell Creek-Sem. Co. and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Michael Hall
Signature of Affiant

Asst credit mgr
Title

State of Florida)
County of Volusia) ss

RECEIVED

OCT 03 2005

C.E.M. Enterprise

The foregoing instrument was acknowledged before me this 30th day of September, 2005 by Michael Hall, who is personally known to me or who has produced _____ as identification.

Carmen Sutton
Signature



CARMEN SUTTON
Notary Public, State of Florida
My comm. expires Sept. 17, 2008
Comm. No. DD 334112

Print name: _____
Notary Public in and for the County and State Aforementioned

My commission expires: _____

CONRAD YELVINGTON DISTRIBUTORS, INC.
PO BOX 11637 DAYTONA BEACH FL 32120-1637 1(800) 472-8357

NOTICE TO OWNER, PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR AND SURETY, IF APPLICABLE
(FLORIDA STATUTE 713.06, 713.23 AND 255.05) WHICHEVER IS APPLICABLE TO THIS JOB

WARNING: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. Under Florida Law, your failure to make sure that we are paid may result in a lien against your property and your paying twice. To avoid a lien and paying twice, you must obtain a written release from us every time you pay your contractor.

(OWNER CERT): 91 7108 2133 3931 5904 5705
SEMINOLE COUNTY
1101 EAST FIRST STREET
SANFORD FL 32771

(GENERAL CONTRACTOR CERT): 91 7108 2133 3931 5904 5712
SUNSHINE PAINTING-CEM ENTERPR
1757 BENBOW COURT
APOPKA FL 32703

THE UNDERSIGNED HEREBY INFORMS YOU THAT HE/SHE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS:
AGGREGATE, AND/OR SOD FOR THE IMPROVEMENT OF THE REAL PROPERTY IDENTIFIED AS:
HOWELL CREEK WITHIN THE EAGLES POINT SUBDIVISION #05-046 CC1259-05
ORLANDO FLORIDA ORANGE COUNTY

UNDER AN ORDER GIVEN BY: (CUSTOMER CERT):

SUNSHINE PAINTING - CEM ENTERP
1757 BENBOW COURT
APOPKA FL 32703

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHTS TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06 FLORIDA STATUTES. IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05, FLORIDA STATUTES, TITLE 40 U.S.C. SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THE UNDERSIGNED REQUESTS A COPY OF THE PAYMENT BOND A COPY OF ANY DIRECT CONTRACTS PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT. **THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.** ANY DEMANDS MADE PURSUANT TO SECTION 713.16(2) OR SECTION 713.14(4). FLORIDA STATUTES OR DISPUTES MUST BE DIRECTED TO CARMEN SUTTON IN WRITING.

According to Florida's CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), those who work on your property or provide materials and are not PAID IN FULL have a right to enforce their claim for payment against your property. This claim is known as a CONSTRUCTION LIEN . If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, and other services that your contractor or a subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney. Protect yourself, recognize that this notice to owner may result in a lien against your property unless all those supplying a notice to owner have been paid. Learn more about CONSTRUCTION LIEN LAW, CHAPTER 713, PART I FLORIDA STATUTES, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

(SURETY) CERT: 91 7108 2133 3931 5904 5729
HARTFORD CASUALTY INS CO
P O BOX 958462
LAKE MARY FL 32795

(CERT#):

(CERT#):

CONRAD YELVINGTON DIST, INC.


MICHELE HALL
ASST. NTO MANAGER

(CERT#):

(CERT#):

CONRAD YELVINGTON DISTRIBUTORS, INC.
PO BOX 11637 DAYTONA BEACH FL 32120-1637 1(800) 472-8357

**NOTICE TO OWNER, PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR AND SURETY, IF APPLICABLE
(FLORIDA STATUTE 713.06, 713.23 AND 255.05) WHICHEVER IS APPLICABLE TO THIS JOB**

WARNING: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. Under Florida Law, your failure to make sure that we are paid may result in a lien against your property and your paying twice. To avoid a lien and paying twice, you must obtain a written release from us every time you pay your contractor.

(OWNER CERT): 91 7108 2133 3931 5923 3911

SEMINOLE COUNTY

1101 EAST FIRST STREET

SANFORD FL 32771

(GENERAL CONTRACTOR CERT): 91 7108 2133 3931 5923 3928

INTERTECH INC

5465 VERNA BOULEVARD

JACKSONVILLE FL 32205

THE UNDERSIGNED HEREBY INFORMS YOU THAT HE/SHE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS:
AGGREGATE, AND/OR SOD FOR THE IMPROVEMENT OF THE REAL PROPERTY IDENTIFIED AS:

HOWELL CREEK DAM

1110 VALLEY CREEK RUN

WINTER PARK FLORIDA ORANGE COUNTY

UNDER AN ORDER GIVEN BY: (CUSTOMER CERT):

INTERTECH INC

5465 VERNA BLVD

JACKSONVILLE FL 32205

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHTS TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06 FLORIDA STATUTES. IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05, FLORIDA STATUTES, TITLE 40 U.S.C. SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THE UNDERSIGNED REQUESTS A COPY OF THE PAYMENT BOND A COPY OF ANY DIRECT CONTRACTS PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT. **THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.** ANY DEMANDS MADE PURSUANT TO SECTION 713.16(2) OR SECTION 713.14(4). FLORIDA STATUTES OR DISPUTES MUST BE DIRECTED TO CARMEN SUTTON IN WRITING.

According to Florida's CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), those who work on your property or provide materials and are not PAID IN FULL have a right to enforce their claim for payment against your property. This claim is known as a CONSTRUCTION LIEN. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, and other services that your contractor or a subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney. Protect yourself, recognize that this notice to owner may result in a lien against your property unless all those supplying a notice to owner have been paid. Learn more about CONSTRUCTION LIEN LAW, CHAPTER 713, PART I FLORIDA STATUTES, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

(SURETY) CERT: 91 7108 2133 3931 5923 3935

(CERT#):

(CERT#):

CECIL W POWELL

219 NORTH NEWNAN STREET

JACKSONVILLE FL 32203

CONRAD YELVINGTON DIST, INC.

Michele Hall

(CERT#):

(CERT#):

MICHELE HALL

ASST. NTO MANAGER

cc-1259-05/TLR

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FLORIDA

County of ORANGE

NORIKI MORITA being duly sworn according to law, deposes and says that he is the SECRETARY (Title of Office of GIKEN AMERICA CORP.)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Howell Creek-Sem. Co. and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]
Signature of Affiant

SECRETARY
Title

State of FLORIDA
County of ORANGE) ss

The foregoing instrument was acknowledged before me this 5th day of October 2005, by NORIKI MORITA, who is personally known to me or who has produced DRIVER'S LICENSE as identification.

[Signature]
Signature

Print name: BRYAN STEWART
Notary Public In and for the County and State Aforementioned



My commission expires: 3/7/08

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida

County of Orange

Mark DeFilippis, being duly sworn according to law, deposes and says that he is the Corp. manager (Title of Office of Skyline Steel

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Howell Creek-Sem. Co. and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

RECEIVED

OCT 11 2005

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]
Signature of Affiant

CORPORATE MANAGER
Credit Collections
Title

State of NEW JERSEY)
County of Morris) ss

The foregoing instrument was acknowledged before me this 6 day of October, 2005, by MARK DeFilippis, who is personally known to me or who has produced DRIVERS LICENSE as identification.

[Signature]
Signature
Frank LoCascio
Notary Public of New Jersey
My Commission Expires Sept. 16, 2007

Print name: FRANK LOCASCIO
Notary Public in and for the County and State Aforementioned

My commission expires: _____



SUNBELT
RENTALS, INC.

**STATUTORY
WAIVER OF RIGHT TO CLAIM
AGAINST THE PROJECT
PAYMENT BOND (FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of
\$ 3,482.81 waives it's right to claim against the payment bond for labor, services or
materials furnished to **CEM Enterprises, Inc.** on the job of **Florida Department of
Transportation** to the following described property:

**State Road 46, DOT Project
Sanford, Seminole County, Florida**

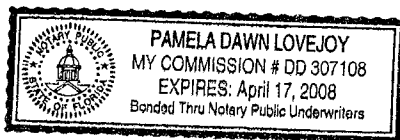
Dated on **October 6th, 2005.**

SUNBELT RENTALS, INC.

**Patricia L. Uddo, CBA-DCM
Central Collections Orlando**

Sworn to and subscribed before me by **Patricia L. Uddo** who is personally known to
me and who did not take an oath, this **6th** day of **October 05.**

Florida Notary Public



NOTE: This is a statutory form prescribed by Section 713.20, FL Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release
of lien that is different from the statutory form.

This document prepared by: Dawn Lovejoy

**CENTRAL COLLECTIONS – ORLANDO
314 W. Landstreet Rd., Orlando, FL 32824
407-816-1591 Fax 407-816-6760**